pose of violating some positive criminal law, and not merely for an immoral object. *Hayes* v. *Stevenson* (1860) 3 L. T. 296. He must be found doing the acts which of themselves constitute the unlawful purpose. *Moran* v. *Jones* (1911) 22 Cox C. C. 474. An honest belief which precludes an intent to deceive, prevents a conviction under the act for pretending to tell fortunes. *Davis* v. *Curry* (K. B. 1917) 34 T. L. R. 24. In the principal case, the defendant was not privileged to enter the informant's house in order to secure evidence, because she would be liable in a civil action of trespass. The use of the words "without lawful excuse" has often led to confusion. The court, in saying that "lawful excuse" does not mean a "legal right to be on the premises," really means that a trespasser may sometimes be excused of vagrancy. Thus, the courts require a criminal intent to do an unlawful act, coupled with the trespass, to constitute this kind of vagrancy. Hence, it differs from other kinds of vagrancy and from statutory public torts generally, where the requirement of criminal intent has been largely dispensed with.

SURETYSHIP—ASSIGNMENT OF CONTRACT.—One S procured contracts with the state for the purchase of timber on public lands, on which contracts the respondent was surety. S assigned, and the appellant became surety for the assignee. The assignee defaulted. The state sued both sureties separately and recovered against both. In an action between the sureties to determine who should pay the judgment, *held,* that the surety for the assignee was liable for the full amount. *Aetna Casualty & Surety Co.* v. *Equitable Surety Co.* (Minn. 1920) 177 N. W. 137.

While in general the obligation of suretyship is created by an express contract, the law sometimes attaches to certain transactions, the primary object of which is not security, consequences which raise the relation of principal and surety. The lessee who assigns his lease becomes surety to the lessor for the assignee. *Brosnan* v. *Kramer* (1901) 135 Cal. 36, 66 Pac. 979. Where a partnership is dissolved and the continuing member assumes the liabilities, he is treated as principal and the retiring members as sureties not only between themselves but also as to all creditors and obligees with notice. *MacIntyre* v. *Massey* (1912) 11 Ga. App. 458, 75 S. E. 814; *Phillips* v. *Mendelsohn* (1910) 121 N. Y. 913, reversed on other grounds in *Phillips* v. *Schlang* (1910) 124 N. Y. Supp. 40. A mortgagor who sells land subject to a mortgage becomes surety and his grantee principal as to the mortgage debt. If the time of payment is extended without the consent of the mortgagor, he is discharged from his liability. *Spencer* v. *Spencer* (1884) 95 N. Y. 353; *Calvo* v. *Davies* (1878) 73 N. Y. 211. The assignee of a contract, as between himself and the assignor, is primarily liable and he must indemnify the latter in case he suffers because of default of the assignee. Therefore, the elements of suretyship are present. *Packing Company* v. *Packers' Exchange* (1890) 86 Cal. 574; see *Herring* v. *Lumber Co.* (1913) 163 N. C. 481, 79 S. E. 876. In the instant case the burden must ultimately rest upon the assignee or the principal obligor, and therefore the surety for the assignee as between the two sureties is primarily liable, since the first surety in reality is only surety for a surety. Considering the form of the present action, this result is desirable as it avoids circuity of action.

WAR LEGISLATION—CONSTITUTIONALITY OF LEVER ACT.—In a criminal action brought under (1919) 41 Stat. c. 80, § 2, known as the Lever Act, which provides that it is unlawful wilfully to make any unjust or unreasonable rate in dealing with necessaries, the defendant pleaded that the act was unconstitutional because under United States Constitution, Amend. V, it deprived him of property without due process of law and without just compensation. The court sustained the defendant's contention and said that acts passed under war powers were sub-